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8
9 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

10 ANGELA PADILLA,

11 Plaintiff,

12 v.
13 STATE FARM GENERAL
14 INSURANCE COMPANY,

15 Defendant.

Case No. 2:22-cv-02460-RGK-MRW

STIPULATED
PROTECTIVE ORDER

17 1. **PURPOSES AND LIMITATIONS**

18 1.1 Discovery in this action are likely to involve production of confidential,
19 proprietary, or private information for which special protection from public
20 disclosure and from use for any purpose other than prosecuting this litigation may be
21 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
22 the following Stipulated Protective Order. The parties acknowledge that this Order
23 does not confer blanket protections on all disclosures or responses to discovery and
24 that the protection it affords from public disclosure and use extends only to the limited
25 information or items that are entitled to confidential treatment under the applicable
26 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
27 that this Stipulated Protective Order does not entitle them to file confidential
28 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be

1 followed and the standards that will be applied when a party seeks permission from
2 the court to file material under seal.

3 **1.2 GOOD CAUSE STATEMENT**

4 In this case, Plaintiff in discovery here seeks, among other things, training
5 manuals, operation guides, and other internal documents from State Farm some of
6 which State Farm contends is maintained as confidential, proprietary and/or trade
7 secret information. Responsive documents and information which State Farm does
8 not consider confidential or proprietary has already been, or will be, produced
9 without the protections of this protective Order. However, State Farm consistently
10 maintains the confidential and trade secret sections of the Operations Guide and the
11 other responsive documents in confidence; they are not distributed in any way
12 outside of State Farm and are considered by State Farm to be confidential, trade
13 secret protected and proprietary.

14 Should the confidential information and documents at issue be divulged
15 without a protective order in place, such information and documents will be at risk
16 of coming into the possession of competitors and others for whom disclosure was
17 never intended. Further, other categories of confidential documents may also be
18 sought in this litigation, including discovery of information sought which is of a
19 sensitive nature requiring protection of this protective order.

20 Consequently, in order to expedite the flow of information to facilitate the
21 prompt resolution of disputes over confidentiality of discovery materials, adequately
22 protect information the parties are entitled to keep confidential, ensure that the
23 parties are permitted reasonable necessary uses of such material in preparation for
24 and in the conduct of trial, address their handling at the end of the litigation, and
25 serve the ends of justice, a protective order for such information is justified in this
26 matter.

27 **2. DEFINITIONS**

28 **2.1 Action:** this pending federal lawsuit.

1 2.2 Challenging Party: a Party or Non-Party that challenges the designation
2 of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for protection
5 under Federal Rule of Civil Procedure 26(c).

6 2.4 Counsel (without qualifier): Outside Counsel of Record and House
7 Counsel (as well as their support staff).

8 2.5 Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL.”

11 2.6 Disclosure or Discovery Material: all items or information, regardless of
12 the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced or
14 generated in disclosures or responses to discovery in this matter.

15 2.7 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as
17 an expert witness or as a consultant in this action.

18 2.8 House Counsel: attorneys who are employees of a party to this action.
19 House Counsel does not include Outside Counsel of Record or any other outside
20 counsel.

21 2.9 Non-Party: any natural person, partnership, corporation, association, or
22 other legal entity not named as a Party to this action.

23 2.10 Outside Counsel of Record: attorneys who are not employees of a party
24 to this action but are retained to represent or advise a party to this action and have
25 appeared in this action on behalf of that party or are affiliated with a law firm which
26 has appeared on behalf of that party.

27 2.11 Party: any party to this action, including all of its officers, directors,
28 employees, consultants, retained experts, and Outside Counsel of Record (and their

1 support staffs).

2 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
3 Discovery Material in this action.

4 2.13 Professional Vendors: persons or entities that provide litigation support
5 services (e.g., photocopying, videotaping, translating, preparing exhibits or
6 demonstrations, and organizing, storing, or retrieving data in any form or medium)
7 and their employees and subcontractors.

8 2.14 Protected Material: any Disclosure or Discovery Material that is
9 designated as “CONFIDENTIAL.”

10 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
11 from a Producing Party.

12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only
14 Protected Material (as defined above), but also (1) any information copied or
15 extracted from Protected Material; (2) all copies, excerpts, summaries, or
16 compilations of Protected Material; and (3) any testimony, conversations, or
17 presentations by Parties or their Counsel that might reveal Protected Material.
18 However, the protections conferred by this Stipulation and Order do not cover the
19 following information: (a) any information that is in the public domain at the time of
20 disclosure to a Receiving Party or becomes part of the public domain after its
21 disclosure to a Receiving Party as a result of publication not involving a violation of
22 this Order, including becoming part of the public record through trial or otherwise;
23 and (b) any information known to the Receiving Party prior to the disclosure or
24 obtained by the Receiving Party after the disclosure from a source who obtained the
25 information lawfully and under no obligation of confidentiality to the Designating
26 Party. Any use of Protected Material at trial shall be governed by a separate
27 agreement or order. Any use of Protected Material at trial shall be governed by the
28

1 orders of the trial judge. This Order does not govern the use of Protected Material at
2 trial.

3 **4. DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order shall remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs. Final disposition shall be
7 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
8 or without prejudice; and (2) final judgment herein after the completion and
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
10 including the time limits for filing any motions or applications for extension of time
11 pursuant to applicable law.

12 **5. DESIGNATING PROTECTED MATERIAL**

13 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
14 Each Party or Non-Party that designates information or items for protection under
15 this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The Designating Party must designate for
17 protection only those parts of material, documents, items, or oral or written
18 communications that qualify – so that other portions of the material, documents,
19 items, or communications for which protection is not warranted are not swept
20 unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (e.g., to unnecessarily encumber or retard the case development process or
24 to impose unnecessary expenses and burdens on other parties) expose the Designating
25 Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the mistaken designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.

6 Designation in conformity with this Order requires:

7 (a) For information in documentary form (e.g., paper or electronic documents,
8 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
9 Producing Party affix the legend "CONFIDENTIAL" (hereinafter
10 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
11 portion or portions of the material on a page qualifies for protection, the Producing
12 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
13 markings in the margins).

14 A Party or Non-Party that makes original documents or materials available for
15 inspection need not designate them for protection until after the inspecting Party has
16 indicated which material it would like copied and produced. During the inspection
17 and before the designation, all of the material made available for inspection shall be
18 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
19 it wants copied and produced, the Producing Party must determine which documents,
20 or portions thereof, qualify for protection under this Order. Then, before producing
21 the specified documents, the Producing Party must affix the "CONFIDENTIAL
22 legend" to each page that contains Protected Material. If only a portion or portions
23 of the material on a page qualifies for protection, the Producing Party also must
24 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
25 margins).

26 (b) for testimony given in depositions that the Designating Party identify the
27 Disclosure or Discovery Material on the record, before the close of the deposition all
28 protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer: The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et. seq.

6.3 The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles: A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection with this case
2 only for prosecuting, defending, or attempting to settle this Action. Such Protected
3 Material may be disclosed only to the categories of persons and under the conditions
4 described in this Order. When the Action has been terminated, a Receiving Party must
5 comply with the provisions of section 13 below (FINAL DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a
7 location and in a secure manner that ensures that access is limited to the persons
8 authorized under this Order.

9 **7.2** Disclosure of “CONFIDENTIAL” Information or Items: Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to
15 disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of the
17 Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the Court and its personnel;

22 (e) court reporters and their staff,

23 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
24 to whom disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information;

28 (h) during their depositions, witnesses and attorneys for witnesses in the

Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Nothing in this Protective Order disallows State Farm from:

(a) complying with any state or federal law or regulation, including reporting of information to a regulator or governmental entity as permitted and/or required by applicable state and federal law;

(b) adding information discovered that is relevant to a claim to the relevant electronic record in its electronic claim system;

(c) disclosing evidence of a crime or fraud; retaining information necessary to meet mandated retention requirements; or,

(d) retaining copies of Protected Information that may exist on back-up media or other computer or archive storage not regularly accessed by business users in the ordinary course provided that should a copy of the Confidential Information be accessed it will not be used for a purpose inconsistent with this Order.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall

1 include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or order to
3 issue in the other litigation that some or all of the material covered by the subpoena
4 or order is subject to this Protective Order. Such notification shall include a copy of
5 this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be pursued by
7 the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with
9 the subpoena or court order shall not produce any information designated in this
10 action as “CONFIDENTIAL” before a determination by the court from which the
11 subpoena or order issued, unless the Party has obtained the Designating Party’s
12 permission. The Designating Party shall bear the burden and expense of seeking
13 protection in that court of its confidential material – and nothing in these provisions
14 should be construed as authorizing or encouraging a Receiving Party in this Action
15 to disobey a lawful directive from another court.

16 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**

18 (a) The terms of this Order are applicable to information produced by a Non-
19 Party in this action and designated as “CONFIDENTIAL.” Such information
20 produced by Non-Parties in connection with this litigation is protected by the
21 remedies and relief provided by this Order. Nothing in these provisions should be
22 construed as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to produce
24 a Non-Party’s confidential information in its possession, and the Party is subject to
25 an agreement with the Non-Party not to produce the Non-Party’s confidential
26 information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the Non-Party
28 that some or all of the information requested is subject to a confidentiality agreement

with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party will not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
2 may be established in an e-discovery order that provides for production without prior
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
4 parties reach an agreement on the effect of disclosure of a communication or
5 information covered by the attorney-client privilege or work product protection, the
6 parties may incorporate their agreement in the stipulated protective order submitted
7 to the court.

8 **12. MISCELLANEOUS**

9 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in this
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any
15 ground to use in evidence of any of the material covered by this Protective Order.

16 12.3 **Filing Protected Material.** A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
18 only be filed under seal pursuant to a court order authorizing the sealing of the
19 specific Protected Material at issue. If a Receiving Party's request to file Protected
20 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
21 Receiving Party may file the information in the public record unless otherwise
22 instructed by the court.

23 **13. FINAL DISPOSITION**

24 Subject to Paragraph 7.3 above, after the final disposition of this Action, as
25 defined in paragraph 4, within 60 days of a written request by the Designating Party,
26 each Receiving Party must return all Protected Material to the Producing Party or
27 destroy such material. As used in this subdivision, "all Protected Material" includes
28 all copies, abstracts, compilations, summaries, and any other format reproducing or

1 capturing any of the Protected Material. Whether the Protected Material is returned
2 or destroyed, the Receiving Party must submit a written certification to the Producing
3 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
4 deadline that (1) identifies (by category, where appropriate) all the Protected Material
5 that was returned or destroyed and (2) affirms that the Receiving Party has not
6 retained any copies, abstracts, compilations, summaries or any other format
7 reproducing or capturing any of the Protected Material. Notwithstanding this
8 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
9 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
10 deposition and trial exhibits, expert reports, attorney work product, and consultant
11 and expert work product, even if such materials contain Protected Material. Any such
12 archival copies that contain or constitute Protected Material remain subject to this
13 Protective Order as set forth in Section 4 (DURATION).

14. Any willful violation of this Order may be punished by civil or criminal
15 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
16 authorities, or other appropriate action at the discretion of the Court.

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18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19
20 DATED: November 18, 2022

/s/ Stacy M. Tucker

21 Attorney for Plaintiff
ANGELA PADILLA

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23 DATED: November 18, 2022

/s/ Laura Kim

24 Attorney for Defendant
25 STATE FARM GENERAL
INSURANCE COMPANY

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.
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3 DATED: 11/18/2022

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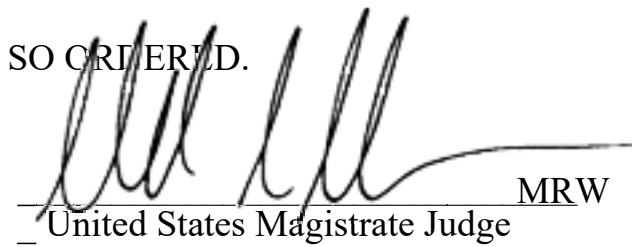
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United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California in the case of Padilla v. State Farm General Insurance Company, Case No. 2:22-cv-02460-RGK-MRW in the United States District Court for the Central District of California. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] California, to act for me in
any and all legal proceedings, including the filing
of any and all documents with the State of California.

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1 this action or any proceedings related to enforcement of this Stipulated Protective
2 Order.

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4 Date: _____

5 City and State where sworn and signed: _____
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7 Printed name: _____
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9 Signature: _____
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